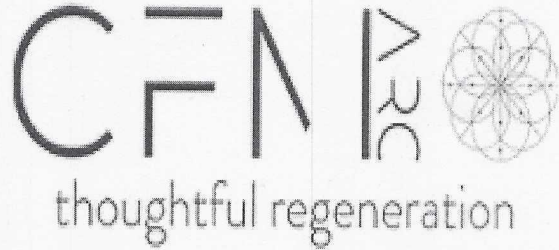


CFM ASSET RECONSTRUCTION PRIVATE LIMITED
REGISTERED OFFICE: Block No. A/1003, West
Gate, Near YMCA Club, Sur.No.835/1+3
S. G. Highway, Makarba,
AHMEDABAD -380 051 – GUJARAT

CORPORATE OFFICE: 1st Floor, Wakefield House,
Sprott road, Ballard Estate, MUMBAI – 400 038

EMAIL: muvohra@cfmarc.in;
raja.paul@cfmarc.in
CONTACT: 079-66118554 & 079- 66118555
Mobile: +91 7016457669/9136994684



APPENDIX- IV-A

[Proviso to rule 8(6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES- Borrower/Partners of borrower firm/Mortgagor/Guarantor (1) M/s. ARBUDA SPICES PVT LIMITED (Borrower) (2) Mr. Devrajbhai Gandabhai Chaudhary, (Director of borrower firm, Mortgagor & Guarantor) (3) Mr. Rameshbahi Gandabhai Chaudhary, (Mortgagor & Guarantor) (4) Mr. Jitendra Manharlal Thakkar (Guarantor) (5) Mr.Rajeshbhai Natverlal Panchal (Guarantor).

Notice is hereby given to the public in general and subsequently and Guarantors/Mortgagors in particular that the under mentioned property was mortgaged to The Mehsana Urban Co-operative Bank Ltd (MUCB)and subsequently , the dues of the below mentioned borrower along with underlying security interest were assigned in favor of CFM Asset Reconstruction Private Limited acting in capacity as a Trustee of CFMARC Trust-1-MUCB (hereinafter referred to as "CFM Asset Reconstruction Private Limited") by The Mehsana Urban Co-operative Bank Limited vide assignment Agreement dated 26.03.2021. Physical possession of under mentioned property had been taken by Authorized officer of CFM Asset Reconstruction Private Limited on 10.08.2024 will be sold on "As is where is", "As is what is", "Whatever there is" and "No recourse Basis" on 23.01.2025 for recovery of amounting to **Rs.94,42,097.00 (Rupees Ninety Four Lakh Forty Two Thousand Ninety Seven only)** due as on 30.04.2020(Less recovery if any) plus further interest plus costs, charges and expenses thereon due to the secured creditor from Borrower& Mortgagor 1) M/s. ARBUDA SPICES PVT LIMITED (Borrower) (2) Mr. Devrajbhai Gandabhai Chaudhary, (Director of borrower firm, Mortgagor & Guarantor) (3) Mr. Rameshbahi Gandabhai Chaudhary, (Mortgagor & Guarantor) (4) Mr. Jitendra Manharlal Thakkar (Guarantor) (5) Mr.Rajeshbhai Natverlal Panchal (Guarantor) under the rule No 8 & 9 of the security Interest (Enforcement) Rules (Hereinafter referred to as the rules)

DESCRIPTION OF SECURED PROPERTY	
	1.Industrial Property (Sr. No.97paiki), Near school and Sikotar Mandir, NANA JORAVARPURA-384240
	2.Milkat No.165/1, Arbuda Farmhouse. Near Ashapura sikotarMandir At: NANAJORAVARPURA-384240
	3. Milkat No.53 Near Ashapura sikotar Mandir At:NANA JORAVARPURA-384240



SECURED DEBT	Rs.94,42,097.00 (Rupees Ninety Four Lakh Forty Two Thousand Ninety Seven only) due as on 30.04.2020 (Less recovery if any) plus further interest plus costs, charges and expenses thereon	
RESERVE PRICE (R.P.)	(A). Industrial Property (Sr.No.97 paiki) Rs. 25,01,000/- (Rupee Twenty Five Lakh One Thousand only). (B). Milkat No.165/1, Arbuda Farmhouse Rs.22,95,000/- (Rupee Twenty Two Lakh Ninety-Five Thousand only). (C). Milkat No.53 Rs. 22.32,000/-(Rupee Twenty Two Lakh Thirty Two Thousand only).	
EMD	10% of Reserve price (A). Industrial Property (Sr.No.97 paiki) Rs. 2,50,100/- (Rupee Two Lakh Fifty Thousand One Hundred only). (B). Milkat No.165/1, Arbuda Farmhouse Rs.2,29,500/- (Rupee Two Lakh Twenty-Nine Thousand Five Hundred only). (C). Milkat No.53 Rs. 2,23,200/-(Rupee Two Lakh Twenty Three Thousand Two Hundred only).	
TIME DATE PLACE For Auction	11.30 am to 12.30 pm. 23.01.2025 CFM Asset Reconstruction Private Limited, Block No. A/1003, West Gate, Near YMCA Club, Survey No.835/1+3, SG Highway, Makarba, AHMEDABAD – 380 051 (GUJARAT)	
DATE OF INSPECTION	With prior appointment of Authorized Officer	
DETAILS OF DEPOSITING EMD	Beneficiary Name	CFMARC TRUST- 1 MUCB
	Bank and Branch	The Mehsana Urban Co-operative Bank Limited HO-SME Corp Branch, Highway, Mehsana
	Account Number	00481101000316
	IFSC	MSNU0000048
LAST DATE FOR SUBMISSION OF BID DOCUMENT	On or before 5.00 pm on 22.01.2025	
CONTACT	Mr. M U Vohra (079-66118554/55) Mob-7016457669 Email: muvohra@cfmarc.in Mr. Raja Paul—079-66118554/55 Mob – 9136994684 Email: raja.paul@cfmarc.in	

Encumbrances if any: Not known to the secured creditor.

Please refer to the link provided in Sale Notice on secured Creditor's website i.e. <https://www.cfmarc.in> for details terms & conditions of auction/sale of respective property and other details before submitting their bids for taking part in the auction.

This notice of 30 days is being given to all of you in compliance of Rule 8, sub rule 6 of SARFAESI Rules under SARFAESI Act-2002, informing the borrower and all guarantors/mortgagors about holding of auction/sale of the aforementioned secured property/es at the aforementioned date and time, with the advice to redeem the assets, If so desired by them, by paying the outstanding dues as mentioned above along with further interest and other costs thereon due and payable prior to the scheduled



auction. In case of default in payment, any or all the secured property/es shall at the discretion of the authorised officer/secured creditors be sold through any of the modes as prescribed under Rule 8(5) of security Interest (enforcement) Rule ,2002.

Date: 20.12.2024
Place: Ahmedabad

CFM ASSET RECONSTRUCTION PVT. LTD.

AUTHORIZED SIGNATORY
Authorised Officer

CFM Asset Reconstruction Pvt Ltd.
Acting as trustee of CFMARC Trust -1-MUCB



TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

IN THE ACCOUNT OF M/s. ARBUDA SPICES PVT LIMITED

- 1) The Bids document along-with declaration as given below shall be submitted physically at Registered office of CFM-ARC in Ahmedabad, by bidder along-with DD or UTR details of requisite EMD amount. Bank details for online transaction are mentioned below:
- 2) The Bids document along-with declaration as given below shall be submitted by bidder along with DD or UTR details of requisite EMD amount. Bank details for online transaction are mentioned below:

Beneficiary Name	CFMARC TRUST- 1 MUCB
Bank and Branch	The Mehsana Urban Co-operative Bank Limited HO-SME Corp Branch, Highway, Mehsana
Account Number	00481101000316
IFSC	MSNU0000048
- 3) Bid should be along with self-attested copies of Aadhar Card/PAN Card/ Passport/ Electricity Bill/Voter ID.
- 4) Bid documents below Reserve Price and without KYC will be disqualified / Rejected by the Authorized officer of the Secured Creditor at his/her discretion.
- 5) The intending bidders should also submit a copy of the bid form submitted along with the UTR No of NEFT/RTGS remittance towards EMD in sealed cover addresses to the authorized office , CFM Asset Reconstruction Private Limited, Block No A/1003, West Gate, Nr YMCA Club, Sur No 835/1+3, S G Highway, Makarba, Ahmedabad -380051, Gujarat so as to reach the same on or before 5.00 pm on 22.01.2025
- 6) The intending bidder should bid for commercial and residential immovable property i.e. the entire Secured Asset. Any bid for part property shall be rejected by the Authorized Officer without any reason to the prospective bidder.
- 7) The person deputed for inspection by the prospective bidder should carry with him appropriate POA and/or authorization on the letterhead of the organization he/she represents along with his/her government ID photo proof, failing which inspection may be refused.
- 8) The EMD of unsuccessful bidders shall be refunded within fifteen (15) days from the date of Auction. The bidder will not be entitled to claim any interest, if the refund of EMD is delayed beyond the said period for any reason whatsoever.
- 9) The Secured Asset shall be sold at a price not less than the Reserve Price mentioned hereinabove.



- 10) The offer should only be placed through a bid document by submitting physically at the address mentioned above.
- 11) The entire procedure of conducting Auction shall be at the exclusive discretion of the authorized Officer and intending purchaser shall have no right to object to the same.
- 12) The bid amount can be improved by Rs. 25,000/- (Twenty-five thousand) per bid/attempt ('**Bid Multiplier**') during the auction once bid document is submitted.
- 13) The Said Properties shall be sold to the highest bidder. The highest bidder shall have to tender the KYC documents with originals (photo ID and address proof documents) to the Authorized officer for verification immediately. Post such verification on confirmation of sale of the said properties, which shall be conveyed to the highest bidder, after following the process enumerated hereinabove.
- 14) The successful bidders will have to immediately, but not later than next working day, pay 25% of the sale price (after adjusting the Aggregate Earnest Money deposited) by way of DD/ RTGS/NEFT and the balance of 75% of the consideration shall be payable by the successful bidder on or before the fifteenth day of the confirmation of the sale of the Said Properties, or such other time as may be agreed to between CFMARC and the successful bidder not exceeding three months from the date of the Auction, subject to the sole discretion of the Authorized Officer of CFMARC.
- 15) In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the successful bidder, CFMARC in its absolute discretion, shall be entitled to forfeit all the moneys till then paid by the successful bidder and put up the assets in question for resale/disposal. Further, such defaulting successful bidder shall not be entitled to make any claim in the event of the assets realizing higher price on resale.
- 16) The bidder shall deduct and deposit with the concerned department/statutory body Tax Deducted at Source ("TDS"), as applicable under section 194-IA of the Income Tax Act, 1961. Such TDS shall be considered as part of the Offer made by the bidder.
- 17) The stamp duty, registration charges, cess, sales tax, Value Added Tax("VAT") (if applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid assets shall be borne by the purchaser/successful bidder.
- 18) Transfer of the Said Properties to the successful bidder shall be done by the Authorized Officer only upon payment of the entire sale consideration and other charges as per the terms contained herein.
- 19) As from the date of issuance of Sale Certificate, the purchaser shall hold the assets at his/her/their sole risk and cost as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary, or robbery or from



- any other cause whatsoever and neither CFMARC nor the Authorized Officer shall be liable for any such loss or damages.
- 20) Presently there are no encumbrances known to CFMARC.
 - 21) The Said Properties are offered for sale on **“AS IS WHERE IS”, “AS IS WHAT IS BASIS”, “WHATEVER THERE IS”** and **“NO RECOURSE BASIS”**. Neither CFMARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the Said Properties offered for sale hereinabove. The successful bidder will have to bear all outstanding dues including water/electricity/service charges, transfer fees, electricity dues, society dues, dues of the Municipal Corporation/local authority dues, taxes including sales tax, VAT, GST or any other cess, duties, levies by whatever name it is called, if any, in respect of the Said Properties.
 - 22) The bidders are advised in their own interest to verify and conduct a detailed Due Diligence of the Said Secured Asset to their thorough satisfaction before submitting the offers. Any claim post confirmation of the sale in Favor of the successful bidder shall not be entertained by the Secured Creditor.
 - 23) The successful bidder shall be deemed to have purchased the Secured Asset after complete satisfaction of title thereto and inspection thereof and shall not be entitled to make any requisition or raise any objection as to the title or condition of the Said Secured Asset or any part thereof after submission of the Bid.
 - 24) The successful bidder shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abuttal as mentioned herein above or any public notice, accept the said Secured Asset purchased by it/him.
 - 25) The bidder shall purchase the said Secured Asset in the same condition that the said Secured Asset exist on the date of sale. The date of sale shall mean, the date when the Authorized Officer accepts the offer of the successful bidder. From and after the date of issuance of Sale Certificate by the Authorized Officer, the same shall be at the sole and entire risk and costs and account of the successful bidder as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The successful bidder shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful bidder.
 - 26) Conditional offers will be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. Any bidder who wishes to give a fresh offer for the said Secured Asset on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate EMD.
 - 27) The successful bidder will be bound by the regulations of the local / any other authority, as applicable with regard to the use of the said Secured Asset along with its super structure, plant and machinery thereon, if being part of the said Secured Asset contemplated herein.
 - 28) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by CFMARC are offered by or on behalf of the Borrower or guarantors at any



time before the date of confirmation of sale, the Said Properties or part thereof, shall not be auctioned in accordance with the provisions of the SARFAESI Act, 2002 and the Rules thereunder.

- 29) The bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by the Authorized Officer. If the bidder withdraws or cancels the offer, the EMD shall be liable to be forfeited and will also be liable to pay the Authorized Officer, the loss or damage suffered consequent upon withdrawing or cancelling the offer. The assets in question will then be resold at the risk and consequences of the bidder.
- 30) On confirmation of sale by CFMARC and if the terms of payment have been complied with, the Authorized Officer exercising the power of sale shall issue Sale Certificate for immovable asset in favour of the purchaser/successful bidder in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002.
- 31) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued/transferred in any other name(s).
- 32) The Authorized Officer is selling the said Secured Asset pursuant to the powers derived from the SARFAESI Act. The said Secured Asset comprised in and forming part of the sale is sold, subject to all defects, faults, imperfections, and errors of description latent or otherwise. The Authorized Officer is not answerable for the correct description genuineness, veracity, authenticity of or any defects in the said Secured Asset and does not warrant any condition whatsoever pertaining to the same. The bidders should make their own enquiry about the same and satisfy themselves if there are any other encumbrances, reservations, acquisitions, charges, liens, or defects affecting the title of the said Secured Asset. The bidders shall not be entitled to issue or raise any requisitions or objections to or upon the title post bid submission. The bidders should make enquiries about the utility of the said Secured Asset put up for sale hereunder and no warranty or assurances of any kind is given by the Authorized Officer and/or CFMARC.
- 33) The bidder shall be deemed to have undertaken a due diligence of the said Secured Asset and that the bidder is presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 34) The Authorized Officer reserves right to reject any or all offer/s without assigning any reason and in case all the offers are rejected, either to negotiate with any of the bidder or sell the assets through private negotiations with any of the bidders or any other party/parties or invite fresh offers. CFMARC's decision in this regard shall be final & binding.
- 35) The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in light of the facts & circumstances of the case.
- 36) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Ahmedabad only.
- 37) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.



38) **Other terms and conditions pertaining to Auction:**

- a) Only physical auctions/bidding will take place.
- b) Bidders are cautioned to be careful while submitting their bid amount and to check for alteration, if any, before confirming the same.
- c) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
- d) Only upon verification of the bid form and availability of DD /confirmation of remittance of Aggregate EMD through NEFT/RTGS, will bidder be allowed to bid further and improve offer.
- e) All bids placed as required will be considered as a bid for himself/herself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason.
- f) The highest bid on the auction shall supersede all the previous bids of all the bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by CFMARC by any forum.
- g) The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by CFMARC. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Date: 27.12.2024

Place: AHMEDABAD



Authorized Officer
CFM Asset Reconstruction Pvt Ltd.
Acting as trustee of CFMARC Trust –1-MUCB

BID DOCUMENT

IN THE ACCOUNT OF M/s. ARBUDA SPICES PVT LIMITED

PARTICULARS OF THE BIDDER

- 1) Name of the Bidder: _____
- 2) Constitution of the Bidder: _____
- 3) Postal Address of the Bidder: _____

- 4) Telephone Nos. (O) _____ (R) _____
(Mobile) _____ (E-Mail) _____
- 5) Document of proof of identity (tick whichever is being attached):
 - a. Driving License Number _____
 - b. PAN Card Number _____
 - c. Voter Identity Card Number _____
 - d. Passport Number _____
 - e. Certificate of Incorporation Number _____
 - f. Partnership Agreement details _____
- 6) EMD Remittance details
 - a. Date of remittance _____
 - b. Name of Bank _____
 - c. Branch Name _____
 - d. Bank Account No. _____
 - e. IFSC Code No. _____
 - f. UTR No. _____

OR

 - a. Date of Demand draft _____
 - b. Name of the Issuing Bank _____
- 7) DETAILS OF THE OFFER/BID:
Price Offered: Rs. _____ (Amount in figures)
Rs. _____
_____ (Amount in words)

SIGNATURE OF BIDDER/OFFEROR





DECLARATION BY BIDDER / M/s. ARBUDA SPICES PVT LIMITED

- (a) I/We, the Offeror/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for sale in the matter of sale of secured immovable of **M/s. ARBUDA SPICES PVT LIMITED** and understood them fully. I/We hereby unconditionally agree to conform with and to be bound by the said terms and conditions.
- (b) I/We, the Offeror/s aforesaid, do hereby confirm that I/We have taken inspection of the premises, and I/We are satisfied with the condition of the same and I/We shall not claim any loss or reduction in the amount offered on account of any deviation in the details and description of the properties.
- (c) I/We further declare that I/We intend to purchase the above-mentioned assets from the Authorized Officer of CFM-ARC for our own use/business and that the information revealed by me/us in the tender/offer is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the tender submitted by me/We is liable to be cancelled and in such case the Aggregate Earnest Money Deposit paid by me/us is liable to be forfeited by CFM-ARC and CFM-ARC will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in my/our offer for purchase of the assets is accepted by CFM-ARC and I/we fail to accept or act upon the terms and conditions herein or am /are not able to complete the transaction within the time limit specified herein for any reason whatsoever and/or fail to fulfill any/all the terms & conditions herein, the Aggregate Earnest Money Deposit and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by CFM-ARC and that CFM-ARC has also a right to proceed against me/us for specific performance of the contract, if so desired by CFM-ARC.



SIGNATURE OF BIDDER/OFFEROR

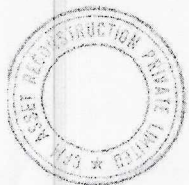
[Rs. 600/- Stamp paper and Notarized]

To,
The Authorised Officer,
CFM Asset Reconstruction Pvt. Ltd (CFMARC Trust 95)
1st Floor, Wakefied House, Sprott Road, Ballard Estate,
Mumbai 400 038

AFFIDAVIT CUM UNDERTAKING & INDEMNITY

I, _____ S/o _____, aged about _____ years, by faith- _____, By Profession: _____
currently residing at _____ and having Aadhar No. _____, PAN- _____ do solemnly
affirm and state as under:

- a. That I am the Prospective Purchaser I hereby unconditionally state, submit and confirm that this document is true, valid and genuine.
- b. I hereby unconditionally state, submit and confirm that I am not disqualified from submitting the offer as to the reasons mentioned hereunder. to purchase the property _____ (hereinafter referred as "the secured asset") by way of redemption of asset with the consent of the Borrower namely _____ as laid down under SARFAEI Act, 2002 read with the rules thereunder available under the recourse available with CFM Asset Reconstruction Private Limited (CFMARC) by virtue of being secured creditor to enforce security interest over the secured asset under SARFAESI Act, 2002.
- c. That I, the Prospective Purchaser do hereby declare that I am not connected or having any relation with the Borrower namely _____.
- d. That I, the Prospective Purchaser do hereby solemnly affirm and declare as follows:
 - i. I am not an undischarged insolvent,
 - ii. I am not a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - iii. No loan account (credit facility obtained from any Banks/ NBFC/ FIIs) wherein I am the borrower and my account has been classified as non performing asset in accordance with the guidelines of the Reserve Bank of India under the Banking Regulation Act, 1949 or the guidelines of the financial sector regulator issued under any other law for the time being in force, or (b) Neither I control or manage or is the promoter of a the borrower Company nor the Guarantor Company whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the Corporate Insolvency resolution process of the Corporate Debtor and all such overdue amounts along with interest, cost and charges thereon has not been fully repaid at the time of submission of this offer;
 - iv. I have not been convicted of any offence punishable with two years or more or with imprisonment and two years have not passed from the date of release from such imprisonment; or
 - v. I have not executed any "Deed of Guarantee" in favour of a creditor, in respect of a Borrower against which an application for Insolvency resolution made by such creditor has been admitted under the code, where such guarantee has been invoked by the creditor and remains unpaid in full or part;
 - vi. I have not been subject to any other aforesaid conditions under any law in a jurisdiction outside India.
- e. That I, the Prospective Purchaser unconditionally and irrevocably represents, warrants, and confirms that I am eligible to participate in the sale process as laid down under SARFAESI Act, 2002 read with the Security Enforcement Rule, 2002 and that it shall provide all the documents, representations and information as may be required by the CFMARC/Secured Creditor or any other authority as may be applicable.
- f. That I, the Prospective Purchaser unconditionally and irrevocably undertakes that I shall provide all data, documents and information as may be required to verify the statement made under this affidavit cum Undertaking.
- g. That I understand that CFMARC may rely on the confirmations, representations and warrants provided by me under this affidavit cum undertaking.
- h. That in the event of any of the above statements are found to be untrue or incorrect then I unconditionally agree to indemnify and hold harmless the CFMARC and/or the Secured Creditor.



- i. That I, the Prospective Purchasers agree and undertake to disclose/ inform forthwith, to the CFMARC/Secured Creditor if I become aware of any change in factual information in relation to at any stage of the sale process.
- j. That this affidavit cum undertaking shall be governed in accordance with the laws of India and the adjudicating authority shall have the exclusive jurisdiction over any dispute arising under this affidavit.

Solemnly affirmed at _____ on this _____ day of _____, 2024.

Deponent

